Conditions.

5. The successful tenderer will *at once* deposit Rs. 100 as security for the due performance of the contract.

6. The successful tenderer will, within a week of the receipt of intimation of the acceptance of the tender, execute an agreement accepting the terms specified below, in default, the order of acceptance will be cancelled and the deposit forfeited to Government.

(*a*) That he binds himself to fell the timber he has purchased in not less than the following proportions :—

One-half by the end of March 1925.
Balance by the end of May 1925.

(*b*) That trees shall be felled regularly from one side. Picking and choosing will not be allowed. In felling trees, care should be taken to fell so as not to cause damage to the surrounding growth.

(*c*) That he binds himself to pay for and remove all marketable portion of a tree either in poles or pieces.

N.B. -All pieces capable of yielding cart-wheel materials are included under the head "Marketable portion."

(*d*) That the timber prepared out of each tree shall be measured and stamped by the Range Officer or such other officer as the District Forest Officer may authorise; until the timber is so marked, it shall not be removed.

(*e*) That he shall pay for all the timber measured as per clause (*d*) before removal from the forest or the depot fixed by the District Forest Officer.

(*f*) That all removals shall be effected under passports issued by the Forest Officer in charge of the forest and on presentation of the treasury receipt for the value of the timber he intends to remove.

(*g*) That the timber paid for, but not removed by the 15th July 1925 shall lapse to Government.

(*h*) That he agrees that such timber as may not be paid for before the 15th June 1925, shall lapse to Government.

(*i*) That he agrees to abide by the rules of the Forest Department, as regards kindling of fires and hold himself responsible for any forest offences committed by his agents, employees and workmen.

(*j*) That he agrees to the cancellation of the contract and the forfeiture of his deposit for breach of any of the terms of the contract.

(*k*) That he agrees to coppice all teak trees other than those marked as standards.

C. ABDUL JABBAR,
District Forest Officer.

SAGAR FOREST DIVISION.

SALE OF TIMBER.

Notification dated 3rd February 1925.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depots by the District Forest Officer, on the dates noted against each Depot :—

Name of Depot	Teak logs	Teak poles	Nandi	Matti	Honne	Yettaga	Hunal	Hebbalsu	Kanja	Other kinds	Date of sale	Remarks
	C. ft.	C. ft.	C. ft.	C. ft.	C. ft.	C. ft.	C. ft.	C. ft.	C. ft.	C. ft.		
Shiralkoppa ..	1,200	200	1,000	500	500	500	350	250	200	500	16th March 1925 Monday	More or less
Shikarpur ..	200	1,800	300	200	400	250	250	..	..	100	17th March 1925 Tuesday	
Sowlanga ..	..	2,000	..	..	..	..	..	..	..	..	18th March 1925 Wednesday	
Chordi ..	1,500	2,000	500	100	500	5,800	100	..	..	200	20th March 1925 Friday	
Anantapur ..	500	..	400	100	300	500	1 0	..	..	100	21st March 1925 Saturday	
Sagar ..	150	150	2,000	100	500	50	100	2 000	1,000	100	23rd March 1925 Monday	
Shakunavalli ..	3,500	500	..	..	..	..	..	..	..	..	28th March 1925 Saturday	
Anavatti ..	200	900	300	100	550	..	..	..	..	100	30th March 1925 Monday	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale whichever is later. In case of purchasers above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1925. The monies shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other monies already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7, *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.